AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CON	TRACT	1. Contract I	D Code	Page 1 Of 10
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pu	ırchase Req N		5. Project No	. (If applicable)
PZ0001	2003FEB21	SEE S	CHEDULE			
6. Issued By	Code W56HZV	7. Administered		han Item 6)	<u> </u>	Code S1403A
TACOM		DCMA CHIC	CAGO			
SFAE-GCS-LAV-P		1523 WEST	CENTRAL ROA	AD, BLDG 203		
LINDA PASSERI (586)574-3914		ARLINGTON	HEIGHTS II	6005-2451		
WARREN, MICHIGAN 48397-5000						
HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PASSERIL@TACOM.ARMY.MIL						
EMAIL. FASSERIBEIACOM. ARMI. MIL			SCD C	PAS NONE	ADP	РТ но0339
8. Name And Address Of Contractor (No., Street	et, City, County, State and	l Zip Code)		9A. Amendmer	nt Of Solicitation	on No.
		_				
SYSTEMS & ELECTRONICS INC.						
201 EVANS LANE				9B. Dated (See	Item 11)	
ST. LOUIS MO 63121-1126				104 M-J:6:4	i Of Ct	4/O., J., N.,
			X	IOA. Modificat	ion Of Contrac	Worder No.
				DAAE07-03-C-	M012	
TYPE BUSINESS: Large Business Perfo	rming in U.S.			10B. Dated (Se	e Item 13)	
Code 98255 Facility Code				2002DEC16		
11. T	HIS ITEM ONLY APPLI	ES TO AMENDM	ENTS OF SO	LICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date	e specified for	r receipt of Off	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this amo	endment prior to the hour	and date specified	in the solicita	tion or as ame	nded by one of	the following methods:
(a) By completing items 8 and 15, and return	ning copies	of the amendments	: (b) By ackno	owledging rece	ipt of this ame	ndment on each copy of the
offer submitted; or (c) By separate letter or	0					
ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION						
change may be made by telegram or letter, p						
opening hour and date specified.						,
12. Accounting And Appropriation Data (If red ACRN: AA NET INCREASE: \$68,000.00	quired)					
ACRN: AA NET INCREASE: \$68,000.00						
	ITEM ONLY APPLIES T	O MODIFICATIO	ONS OF CON	TRACTS/ORI	DERS	
KIND MOD CODE: L	It Modifies The Contra	act/Order No. As D	escribed In I	tem 14.		
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10.				The Ch	anges Set Fort	h In Item 14 Are Made In
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T			Changes (sue	ch as changes i	n paying office	, appropriation data, etc.)
X C. This Supplemental Agreement Is En	ered Into Pursuant To Au	thority Of:				
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor is not,	X is required to sign	this document and	d roturn		opies to the Iss	uing Office
14. Description Of Amendment/Modification (<u> </u>				•	
14. Description of Amendment/Mounteacion (organized by CCI section	neadings, meradin	g soncitation	contract subje	et matter wher	c reasible.)
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condi	tions of the document refe	renced in item 9A (or 10A, as her	etofore change	ed. remains und	changed and in full force
and effect.			, , , , , , , , , , , , , , , , , , , ,			
15A. Name And Title Of Signer (Type or print)			of Contracting	Officer (Type o	or print)
			T. FINNELL	Y.MIL (586)5	74-8361	
15B. Contractor/Offeror	15C. Date Signed		ed States Of A		1-020T	16C. Date Signed
152. Contractor/Officion	13C. Date Signed	TOD. UIII	u Diaies Of A	mici ica		100. Date Signed
	_	Ву		/SIGNED/		2003FEB21
(Signature of person authorized to sign)			(Signature of	Contracting C		
NSN 7540-01-152-8070		30-105-02			STANDARD F	ORM 30 (REV. 10-83)

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M012

MOD/AMD PZ0001

Page 2 of 10

Name of Offeror or Contractor: Systems & Electronics inc.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of modification PZ0001 is to definitize this letter contract.

2. The contract is modified by page substitution as follows:

a. Section B, Supplies or Services and Prices/Costs, CLINS 0001AA and 0002AA are revised to reflect the definitized amounts. CLIN 0001AB is added for other direct costs (ODCs).

b. Section G, Contract Administration Data, is revised to incorporate the appropriation data for the definitization.

c. Section H, Special Contract Requirements, Status of Funds on Cost Reimbursement Contracts/CLIN, 52.216-4008 is added.

d. Section I, Contract Clauses is revised as follows:

Deleted Clauses: Execution and Commencement of Work, 52.216-23

Limitation of Government Liability, 52.216-24

Contract Definitization, 252.217-7027 Audit and Records, Sealed Bids, 52.214-26

Changes-Fixed Price, 52.243-1

Termination for Convenience of the Government (Fixed Price), 52.249-4

Added Clauses: Audit and Records-Negotiations, 52.215-2

Allowable Cost and Payment, 52.216-7

Fixed Fee, 52.216-8

Payments Under Time and Materials and Labor-Hour Contracts, 52.232-7

Limitation of Cost, 52-232-20 Changes-Cost Reimbursement, 52-243-2

Termination for Convenience of the Government (Services) (Short Form) 52-249-4

Changes-Time and Materials or Labor-Hours, 52.243-3

3. The total amount of the contract is increased by \$68,000.00 from \$68,000.00 to \$136,000.00.

4. All other terms and conditions remain the same and in full force and effect.

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M012

MOD/AMD PZ0001

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	SERVICES LINE ITEM		LO		\$\$
					ESTIMATED
	OLIN COMPRACE TYPE				
	CLIN CONTRACT TYPE: Labor-Hour				
	NOUN: FSR SUPPORT				
	PRON: T132T1024K PRON AMD: 02 ACRN: AA				
	CUSTOMER ORDER NO: M6785403MP91038				
	The labor rates for this contract consist				
	of the following labor categories:				
	Engineering: \$110.96				
	Program Administration: \$115.24				
	The contractor shall invoice monthly for				
	actual expenditures.				
	Performance will be certified/inspected/				
	accepted by TACOM, PM-LAV.				
	(End of narrative B001)				
	The contractor shall perform the efforts				
	listed in C.1.				
	(End of narrative C001)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE				
	001 0 30-APR-2003				
	\$ 54,500.00				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M012

MOD/AMD PZ0001

Page 4 of 10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SERVICES LINE ITEM		LO		\$67,500.00 ESTIMATED
	CLIN CONTRACT TYPE: Labor-Hour NOUN: FSR SUPPORT PRON: T132T1024K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M6785403MP91038				
	The contractor shall invoice monthly for actual expenditures of other direct costs (ODC) including a rate of \$1.40 for every ODC dollar.				
	Performance will be certified/inspected/ accepted by TACOM, PM-LAV.				
	(End of narrative B001)				
	The contractor shall perform the efforts listed in C.1.				
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-APR-2003				
	\$ 67,500.00				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M012

MOD/AMD PZ0001

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	SERVICES LINE ITEM		LO		\$14,000.00 ESTIMATED
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: TRAVEL PRON: T132T1034K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M6785403MP91038				
	Estimated Cost: \$12,727.27 Fixed Fee: \$ 1,272.73 TOTAL: \$14,000.00				
	(End of narrative B001)				
	The contractor shall travel as necessary in order to perform the efforts listed in C.1.				
	Performance will be certified/inspected/accepted by TACOM, PM-LAV.				
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-APR-2003 \$ 14,000.00				
	¥ 11,000.00				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M012

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EM NO S	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1					

CONTINUATION SHEET

Reference No. of Docume
PIIN/SIIN DAAE07-03-C-M012

Reference No. of Document Being Continued

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Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u> <u>Regulatory CIte</u>
ADDED 52.246-6

E-2

<u>Title</u>

INSPECTION -- TIME AND MATERIAL AND LABOR HOUR

May/2001

<u>Date</u>

*** END OF NARRATIVE E 001 ***

'	CONTINUATION	I	Page 8 of 10							
	CONTINUATION	PIIN	SIIN DAAE07-03-C	2 MOD/AMD PZO	MOD/AMD PZ0001					
Name	Name of Offeror or Contractor: Systems & ELECTRONICS INC.									
SECTION	G - CONTRACT ADMINIST	TRATION DATA								
LINE	PRON/	OBLG S	TAT/			INCREASE/DECREASE		CUMULATIVE		
<u>ITEM</u>	AMS CD	ACRN JOB OR	D NO	PRIOR AMOUNT		AMOUNT		AMOUNT		
0001AA	T132T1024K	AA 2	\$	61,000.00	\$	-6,500.00	\$	54,500.00		
0001AB	T132T1024K	AA 2	\$	0.00	\$	67,500.00	\$	67,500.00		
0002AA	Т132Т1034К	AA 2	\$	7,000.00	\$	7,000.00	\$	14,000.00		
				NET CHANGE	\$	68,000.00				
SERVICE						ACCOUNTING		INCREASE/DECREASE		
NAME	BY ACRN	ACCOUNTING				STATION		AMOUNT		
Marine	Corps AA	17 3311062	7AU25U678540	00674432DM67854LV	7913M	IP91038	\$.	68,000.00		
						NET CHANGE	\$	68,000.00		

NET CHANGE FOR AWARD: \$

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 68,000.00
 \$ 68,000.00
 \$ 136,000.00

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M012

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Name of Offeror or Contractor: systems & electronics inc.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 ADDED	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

- (a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.
- (b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M012

MOD/AMD PZ0001

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Name of Offeror or Contractor: Systems & Electronics inc.

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	Regulatory Cite	Title	Date
I-1	DELETED	52.214-26	AUDIT AND RECORDSSEALED BIDDING	OCT/1997
I-2	ADDED	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-3	ADDED	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-4	ADDED	52.216-8	FIXED FEE	MAR/1997
I-5	ADDED	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	MAR/2000
I-6	ADDED	52.232-20	LIMITATION OF COST	APR/1984
I-7	DELETED	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-8	ADDED	52.243-2	CHANGESCOST-REIMBURSEMENT	AUG/1987
T-9	CHANGED	52 243-3	CHANGESTIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.)
 - (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
 - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:
 - (1) Ceiling price.
 - (2) Hourly rates.
 - (3) Delivery schedule.
 - (4) Other affected terms.
- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of Clause)

I-10 DELETED I-11 ADDED	52.249-2 52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	SEP/1996 APR/1984
I-12 DELETED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984
I-13 DELETED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
I-14 DELETED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998